

MAR 20 1994

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA,

Plaintiff,

v.

WILLIAM DAVIS, ELEANOR DAVIS,
A. CAPUANO BROTHERS, INC.,
CIBA-GEIGY CORPORATION,
CLAIROL, INC., PFIZER, INC.,
THE PROVIDENCE JOURNAL COMPANY,
UNITED SANITATION, INC., and
UNITED TECHNOLOGIES CORPORATION,

Defendants.

Civil Action No.
CA-90-0484-P

CONSENT DECREE AS TO DEFENDANT
PFIZER INC

1187

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA").

B. The United States in its complaint seeks reimbursement of response costs incurred by EPA and the Department of Justice for response actions in connection with the release or threatened release of hazardous substances at the Davis Liquid Waste Superfund site in Smithfield, Rhode Island ("the Site"), and a declaration of the Defendants' liability for further response costs.

C. Pfizer Inc ("Settling Defendant") does not admit, and specifically denies, any liability arising out of the transactions or occurrences alleged in the complaint.

D. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658.

E. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, a Remedial Investigation/Feasibility Study ("RI/FS") was conducted at the Site from October 1984 to April 1987. Based on the RI/FS, EPA

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issued the Record of Decision ("ROD") selecting the Remedial Action for the Site on September 29, 1987.

F. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, the Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the Settling Defendant, its successors and assigns, and upon the United States on behalf of EPA. Any change in ownership or corporate or other

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legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.
- b. "Certification of Completion" shall mean EPA's certification pursuant to Section 122(f)(3) of CERCLA, 42 U.S.C. § 9622(f)(3), that remedial action has been completed at the Site in accordance with the requirements of the National Contingency Plan and the ROD.
- c. "Consent Decree" shall mean this Decree and any attached appendices.
- d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where

the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.

- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- f. "Future Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA and the United States Department of Justice on behalf of EPA will incur for response actions at the Site after the date of lodging of this decree.
- g. "Interest" in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507. In calculating the Interest EPA may compound on a daily, monthly or annual basis.
- h. "National Contingency Plan" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including but not limited to any amendments thereto.

- i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper case letter.
- j. "Parties" shall mean the United States and Settling Defendant.
- k. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA and the United States Department of Justice on behalf of EPA have incurred for response actions at the Site prior to the date of lodging of this Decree.
- l. "Remedial Action" shall mean the response actions at the Site set forth in the Record of Decision.
- m. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on September 29, 1987, by the Regional Administrator, EPA Region I, all attachments thereto, including any amendments or modifications thereto.
- n. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
- o. "Settling Defendant" shall mean Pfizer Inc.
- p. "Site" shall mean the Davis Liquid Waste Superfund site, located in Smithfield, Rhode Island described in Appendix A, and including any areas

where Waste Materials from the Site have or may in the future migrate.

- q. "United States" shall mean the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Justice acting on behalf of the EPA.
- r. "Waste Material" shall mean (1) any substance meeting the definition provided in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any "pollutant or contaminant" under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any "hazardous waste" under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5).

V. REIMBURSEMENT OF RESPONSE COSTS

4. Within 15 days of entry of this Consent Decree, the Settling Defendant shall pay to the United States \$1,500,000.00 plus Interest in reimbursement of Past Response Costs and Future Response Costs. Interest shall accrue from the date of the Settling Defendant's signature on the Consent Decree. Payment shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the United States Department of Justice lockbox bank, referencing CERCLA Number 0117, DOJ Case Number 90-11-2-137B, and the appropriate U.S.A.O. file number. Payment shall be made in accordance with instructions, including U.S.A.O. number, provided by the United States upon lodging of the Consent Decree. Any EFTs received at the United States Department of Justice

lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day. The Settling Defendant shall send written notice of the EFTs to the United States as specified in Section XI (Notices and Submissions). Payments made pursuant to this Paragraph are not fines or penalties.

VI. FAILURE TO MAKE TIMELY PAYMENTS

5. Interest on Late Payments. In the event that the payment required by Section V is not made when due, Interest in accordance with Paragraph 3 shall accrue on the unpaid balance, through the date of payment.

6. Stipulated Penalty. If any amounts due to the United States under this Consent Decree are not paid by the required date, the Settling Defendant shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$5,000 per day that such payment is late. Stipulated penalties are due and payable within 30 days of the Settling Defendant's failure to timely make any payment due under this Consent Decree. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," shall be mailed to EPA Region I, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251, and shall reference CERCLA Number 0117 and DOJ Case Number 90-11-2-137B. Copies of checks paid pursuant to this Paragraph, and any accompanying transmittal letter, shall be sent to the United States as provided in Section XI (Notices and Submissions). Penalties shall accrue as provided

above regardless of whether EPA has notified the Settling Defendant of the violation or made a demand for payment.

7. If the United States must bring an action to collect any payment required by this Consent Decree, the Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendant's failure to make timely payments required by this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

9. In consideration of the payment that will be made by the Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Paragraphs 10, 11, 13, and 14, the United States covenants not to sue or to take other civil or administrative action against Settling Defendant pursuant to Section 107(a) of CERCLA: (1) for reimbursement of Past Response Costs and Future Response Costs to implement the ROD relating to the Site, or (2) with respect to shipments of waste that Chemical Control Corporation removed from Pfizer's Groton Connecticut facility between November 9, 1976 and August 31, 1977. Except with respect to future liability, the covenants not to sue in this Paragraph shall take effect upon the receipt by the United States of all payments required by Sections V and VI. With respect to future liability, these covenants not to sue shall

take effect upon Certification of Completion of the Remedial Action by EPA. These covenants not to sue are conditioned upon the complete and satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendant and do not extend to any other person.

10. United States' Pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel Settling Defendant (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

- a. conditions at the Site, previously unknown to EPA, are discovered, or
- b. information, previously unknown to EPA, is received in whole or in part,

and EPA determines based on these previously unknown conditions or information together with any other relevant information that the Remedial Action is not protective of human health or the environment.

11. United States' Post-certification reservations.

Notwithstanding any other provision of this Consent Decree, the

United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendant (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

- a. conditions at the Site, unknown to EPA at the time of Certification of Completion, are discovered, or
- b. information, unknown to EPA, is received, in whole or in part,

and EPA determines based on these previously unknown conditions or this information together with other relevant information that the Remedial Action is not protective of human health or the environment.

12. For purposes of Paragraph 10, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 11, the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and information submitted to the designated project manager or generated by EPA for inclusion in the post-ROD record compiled by

EPA pursuant to the National Contingency Plan following issuance of the Record of Decision but prior to issuance of the Certification of Completion of the Remedial Action.

13. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 9. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters, including but not limited to, the following:

- a. claims based on a failure by Settling Defendant to meet a requirement of this Consent Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site;
- c. liability for damages for injury to, destruction of, or loss of natural resources, including the reasonable cost of assessing such injury, destruction or loss;
- d. liability for response costs that have been or may be incurred by any federal agencies other than EPA or the Department of Justice on behalf of EPA;
- e. criminal liability, if any;
- f. liability, if any, for any other violations of federal or state law; and

- g. liability for future disposal of Waste Materials at the Site excluding disposal that occurs as part of the implementation of the ROD.

14. Reservations in the event that Past Response Costs and Future Response Costs exceed \$68,000,000. Notwithstanding any other provision of this Decree, if the Past Response Costs and Future Response Costs (excluding natural resource damages) exceed \$68,000,000, the United States reserves the right to institute proceedings against Settling Defendant in this action, or any new action, seeking to compel Settling Defendant to reimburse the United States for any Future Response Costs over and above that amount. Nothing in this Paragraph 14 shall be construed to limit the rights reserved by the United States in Paragraphs 10, 11 and 13 regardless of whether the Past Response Costs and Future Response Costs (excluding natural resource damages) exceed \$68,000,000.

VIII. COVENANT BY SETTLING DEFENDANT

15. Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States and any agency or instrumentality of the United States with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), under CERCLA Sections 106(b)(2), 107, 111, 112, or 113, or any other provision of law; any claim against the United States including

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any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113 related to the Site; any claims arising out of response activities at the Site; or any claim against the United States or its attorneys under the Equal Access to Justice Act, 28 U.S.C. § 2412, 28 U.S.C. § 1927, or Rule 11 of the Federal Rules of Civil Procedure relating to the claims alleged in the Complaint. Nothing in this Consent Decree shall be deemed to constitute pre-authorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). Settling Defendant's motion for costs in relation to the United States' requests for admissions, which motion was filed on or about March 25, 1992, is withdrawn with prejudice.

IX. EFFECT OF SETTLEMENT

16. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

17. Settling Defendant does not admit, and expressly denies any alleged fact or liability for the United States' claims against Settling Defendant set forth in the Complaint or any

counterclaim, crossclaim, third-party claim or any other claim in this action. This Consent Decree shall not constitute or be interpreted, construed or used as evidence of any admission of liability, law or fact, or as an admission of any wrongdoing, or violation of law. Except as otherwise provided in this Consent Decree or the Federal Rules of Evidence, this Consent Decree shall not be admissible in evidence against the Parties in any judicial or administrative proceeding.

18. With regard to claims for contribution against Settling Defendant for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendant is entitled to protection from contribution actions or claims to the extent provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

19. Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it after lodging of this Consent Decree for matters related to the Site, it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to the Site, it will notify in writing the United States within 10 days of service of the complaint on it. No separate notice is required for any cross or counter claim brought by Settling Defendant in such suit. In addition, Settling Defendant shall notify the United States within 10 days of service or receipt of any Motion for

Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for matters related to the Site.

20. In any subsequent administrative or judicial proceeding initiated by the United States pursuant to Paragraphs 10, 11, 13, or 14 for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other similar defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenant Not to Sue by Plaintiff).

21. If, after this Consent Decree has been lodged with the Court, the United States proposes settlement terms to other parties, which terms specify criteria by which parties might be eligible to obtain in a settlement a covenant not to sue pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g) ("Section 122(g)"), with respect to the Site, this Consent Decree shall not be deemed to preclude the Settling Defendant from requesting that the United States negotiate terms by which the Settling Defendant might obtain a covenant not to sue pursuant to Section 122(g) in exchange for additional consideration if the Regional Administrator of EPA Region I determines in his or her

unreviewable discretion that the Settling Defendant satisfies the criteria provided by Section 122(g). This Consent Decree shall not be construed to prevent the United States from negotiating and reaching agreement with the Settling Defendant on such terms. This paragraph shall not be construed as an agreement or a statement of intention by the United States to specify criteria by which parties would be eligible for treatment under Section 122(g), nor shall it be construed to create any right for the Settling Defendant to obtain a covenant not to sue pursuant to Section 122(g). If the United States declines to negotiate such a covenant not to sue, such response shall not be reviewable pursuant to this Consent Decree.

X. RETENTION OF RECORDS

22. Until 10 years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all records and documents now in its possession or control or that come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site.

23. At the conclusion of this document retention period, Settling Defendant shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendant shall deliver any such non-privileged records or documents to the EPA.

24. Settling Defendant may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all documents, records, and information that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendant's favor. Any documents, records or information as to which the dispute has been resolved in the United States' favor shall be delivered to EPA.

XI. NOTICES AND SUBMISSIONS

25. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to the other, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States and the Settling Defendant, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: 90-11-2-137B

Kathleen Woodward
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region I
JFK Federal Building, RCU-23
Boston, MA 02203

Neil Handler
Regional Project Manager
U.S. Environmental Protection Agency
Waste Management Division
JFK Federal Building, HEC-CAN6
Boston, MA 02203

As to Settling Defendant:

General Counsel
Pfizer Inc
235 42nd Street
New York, NY 10017-5755

CONSENT DECREE AS TO PFIZER INC

Richard Squire, Esq.
Cohen, Shapiro, Polisher, Shiekman and Cohen
12 S. 12th Street
Philadelphia, PA 19107

Roxanne Jayne, Esq.
Cohen, Shapiro, Polisher, Shiekman and Cohen
1009 Lenox Drive, Bldg. 4
Lawrenceville, NJ 08648

XII. RETENTION OF JURISDICTION

26. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XIII. APPENDIX

27. The following appendix is attached to and incorporated into this Consent Decree: "Appendix A" is the description and/or map of the Site.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. Settling Defendant consents to the entry of this Consent Decree without further notice. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate.

29. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of either Party and the terms of

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the agreement may not be used as evidence in any litigation between the Parties.

XV. SIGNATORIES/SERVICE

30. The undersigned representative of Settling Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certify that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such parties to this document.

31. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant waives any objection to service made by mail to the person so identified.

XVI. FINAL JUDGMENT

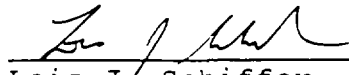
32. Upon entry by the Court this Consent Decree shall constitute a final judgment for purposes of Rule 54 of the Federal Rules of Civil Procedure.

SO ORDERED THIS 16th DAY OF February, 1995.
Raymond W. White
United States District Judge

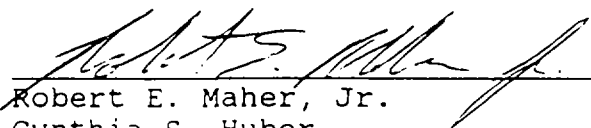
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. William Davis, et al., CERCLA # 0117, DOJ Case No. 90-11-2-137B, relating to the Davis Liquid Waste Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 3/3/97

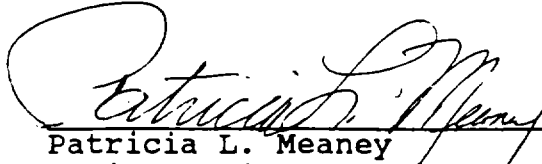

Lois J. Schiffer
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 2/1/94


Robert E. Maher, Jr.
Cynthia S. Huber
Robert H. Oakley
Bernard P. Bell
Maureen C. Bessette
Susan M. Akers
Trial Attorneys
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, DC 20530
(202) 514-5273

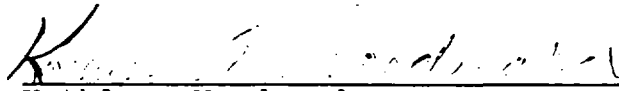
CONSENT DECREE AS TO PFIZER INC

Date: 1/31/94



Patricia L. Meaney
Acting Regional Administrator
Region I
U.S. Environmental Protection
Agency
JFK Federal Building
Boston, MA 02203

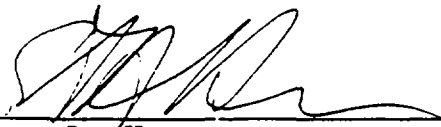
Date: 1/27/94



Kathleen Woodward
Assistant Regional Counsel
U.S. Environmental Protection
Agency
JFK Federal Building, RCU - 23
Boston, MA 02203

Date: _____

1/15



Steven A. Herman
Assistant Administrator for
Enforcement
U.S. Environmental Protection
Agency
Washington, D.C.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. William Davis, et al., CERCLA # 0117, DOJ Case No. 90-11-2-137B, relating to the Davis Liquid Waste Superfund Site.

FOR DEFENDANT PFIZER INC



[Address]

Date: December 20, 1993

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Ccrp. c/o Pucci & Goldin, Inc.
Title: _____
Address: 123 Dyer Street
Providence, R.I. 02903

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United States v. Davis (D.R.I.)
Consent Decree as to Pfizer Inc

APPENDIX A

The Davis Liquid Waste Superfund Site ("Site") is located in Smithfield, Rhode Island. Located within the property of the Davis family, the Site is approximately 15 acres in size. Figure 1-2 attached hereto, which is a copy of a portion of the U.S.G.S. Georgiaville, RI quadrangle sheet 3C, generally indicates the Site boundary.